

STATE MS.-DESOTO CO.

DEC 10 1 56 PM '03

MODIFICATION AND EXTENSION
OF REAL ESTATE LIEN AND NOTE

NOTE #1482470

BK 1886 PG 679

W.F. DAVIS CH. CLK.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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KNOW ALL MEN BY THESE PRESENTS

THAT, Mayfield/New York, Ltd., a Texas limited partnership (herein called "Undersigned"), being legally obligated to pay the hereinafter described promissory note (the "Note") and who, if not presently primarily liable for the payment of the Note, does hereby expressly assume the payment thereof, the Note being in the original principal sum of FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00) dated October 7, 2002, executed by the Undersigned, payable to the order of PNB FINANCIAL BANK, NOW KNOWN AS PLAINSCAPITAL BANK, more fully described in a Mississippi Deed of Trust and Security Agreement of even date therewith, duly recorded in Book 1581, Page 0697, Chancery Clerk's Office for DeSoto County, Mississippi, the Note being secured by the liens therein created or mentioned against the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

and who now desires to extend, modify or rearrange the time or manner of payment of the Note and to extend and carry forward said liens on said property; and

WHEREAS, PLAINSCAPITAL BANK, FORMERLY PNB FINANCIAL BANK (herein called "Bank"), the legal owner and holder of the Note and of the liens securing the same, in consideration of the premises and at the request of the Undersigned has agreed to extend, modify or rearrange the time or manner of payment of the Note as hereinafter provided;

NOW, THEREFORE, in consideration of the extension, modification or rearrangement of the time or manner of payment of the Note as hereinafter set forth by the legal owner and holder thereof, the Undersigned hereby renews the Note and indebtedness and promises to pay to the order of PLAINSCAPITAL BANK, FORMERLY PNB FINANCIAL BANK, in the City of Dallas, Dallas County, Texas, the sum of ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$148,773.00) (being the present unpaid balance of the Note), together with interest thereon at the rate equal to the lesser of (a) the Maximum Rate (as defined in the Note) or (b) LONDON INTERBANK OFFERED RATE PLUS 200 BASIS POINTS (LIBOR + 2.0%)*, but in no instance shall the interest rate fall below FIVE PERCENT (5.0%). Principal and interest are due and payable as follows:

The principal hereon shall be due and payable on or before November 16, 2004 ("Maturity Date"). The interest hereon shall be due and payable quarterly as it accrues, with the first of such quarterly interest installments being due and payable on February 16, 2004, and with a like installment of interest being due

and payable regularly and quarterly thereafter until the Maturity Date, at which time all outstanding interest shall be finally due and payable.

*The interest rate shall equal TWO PERCENT (2.00%) per annum (on the basis of actual days elapsed over a 365/360-day year) above the LIBOR Index Rate. LIBOR Index Rate shall mean the rate determined by Payee (rounded upward, if necessary, to the nearest 1/16th of 1%) to be equal to the offered rate (and not the bid rate) in the London interbank market for deposits in U. S. dollars of amounts comparable to the principal amount hereof for a period of three (3) months, as reported on the Telerate Information System on the applicable determination date (or in the event no such quotation is available on such date on the day most immediately preceding the determination date on which such a quotation was available). In the event the Telerate Information Service ceases to be available to Payee or ceases to provide information sufficient to determine the London interbank offered rate for periods of three (3) months, the "LIBOR Index Rate" shall mean the London Interbank Offered Rate for a period of three (3) months as published in the "Money Rates" table of The Wall Street Journal on the applicable determination date (or in the event no such quotation is available on such date, as quoted on the day most immediately preceding the determination date on which such a quotation was available). In the event the London Interbank Offered Rate for a period of three (3) months is no longer published in the "Money Rates" table, then Payee will choose a substitute rate as the LIBOR Index Rate based on comparable information, which may include quotations from such services as Reuters Monitor Money Rates Service of Knight Ridder News Service. Each change in the rate charged hereunder shall become effective without notice to the Undersigned as of the first (1st) day of each calendar month during the term hereof, but in no event shall the rate charged hereunder exceed the maximum rate of interest permitted by applicable law. Maker understands and acknowledges that Payee may from time to time make various loans at rates of interest having no relationship to the LIBOR Index Rate, and that the LIBOR Index Rate may not be the lowest interest rate charged for loans by Payee.

The Undersigned hereby extends said liens on said property until said indebtedness and Note as so renewed and extended has been fully paid, and agrees that such extension or rearrangement shall in no manner affect or impair the Note or the liens securing the same and that said liens shall not in any manner be waived, the purpose of this instrument being simply to extend, modify or rearrange the time or manner of payment of the Note and indebtedness and to carry forward all liens securing the same, which are acknowledged by the Undersigned to be valid and subsisting, and the Undersigned further agrees that all terms and provisions of said original Note and of the instrument or instruments creating or fixing the liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

EFFECTIVE November 16, 2003.

Mayfield/New York, Ltd.
a Texas limited partnership

By: Hillwood Operating, L.P.
a Texas limited partnership
General Partner

By: Hillwood Development Company, LLC
a Texas limited liability company
General Partner

By: 
Name: M. Thomas Mason
Title: Executive Vice President

The undersigned guarantor of the above described Note hereby joins in and consents to the above Modification and Extension of Real Estate Lien and Note.

EFFECTIVE November 16, 2003.

Hillwood Investment Group, L.P.
a Texas limited partnership

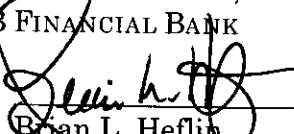
By: Hillwood Associates, L.P.
a Texas limited partnership
General Partner

By: Hillwood Development Company, LLC
a Texas limited liability company
General Partner

By: 
Name: M. Thomas Mason
Title: Executive Vice President

Accepted and agreed to:

PLAINS CAPITAL BANK, FORMERLY
PNB FINANCIAL BANK

By: 
Brian L. Heflin
Branch President

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M Thomas Mason Exec Vice President of Hillwood Development Company, LLC, a Texas limited liability company, General Partner of Hillwood Operating, L.P., a Texas limited partnership, General Partner of Mayfield/New York, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of ^{December}~~November~~, 2003.



Robyn H Beard
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M Thomas Mason, Exec Vice President of Hillwood Development Company, LLC, a Texas limited liability company, General Partner of Hillwood Associates, L.P., a Texas limited partnership, General Partner of Hillwood Investment Group, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of ^{December}~~November~~, 2003.



Robyn H Beard
Notary Public, State of Texas

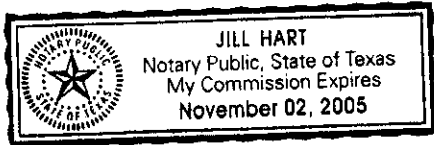
STATE OF TEXAS

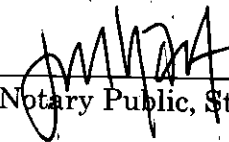
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COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brian L. Heflin, Branch President of PLAINS CAPITAL BANK, FORMERLY PNB FINANCIAL BANK, and acknowledged to me that he executed the foregoing instrument on behalf of said banking institution for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8 day of December, 2003.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PLAINS CAPITAL BANK
2911 Turtle Creek Boulevard, Suite 1300
Dallas, Texas 75219
Attn.: Brian L. Heflin

EXHIBIT "A"

Being a 42.385 acre parcel of land lying in the east half of Section 11 and the west half of Section 8, Township 2 South, Range 8 West, in the City of Southaven, Mississippi, and being more particularly described as follows:

Commencing at the centerline intersection of Turman Road (68' R.O.W.) and Venture Drive (90' R.O.W.); thence northwestwardly along the centerline of said Turman Road N51°43'19"W a distance of 80.05 feet to a point; thence leaving said centerline S38°16'14"W a distance of 34.00 feet to a point in the south R.O.W. line of Turman Road, said point also being a northeast corner of Lot 1 of the DeSoto Trade Center, as recorded in Plat Book 82, Page 29 in the Chancery Court Clerk's Office of DeSoto County, Mississippi and the POINT OF BEGINNING; thence southwardly along the east line of said Lot 1 along a curve to the right having a tangent bearing of S51°43'19"E, a radius of 35.00 feet, an arc length of 55.00 feet (chord S06°42'01"E – 49.52 feet) and a central angle of 90°02'38" to a point of tangency; thence continuing along said east line S38°19'18"W a distance of 63.88 feet to a point of curvature; thence along a curve to the left having a radius of 150.00 feet, an arc length of 40.75 feet (chord S30°32'24"W – 40.62 feet) and a central angle of 15°33'49" to a point of reverse curvature; thence along a curve to the right having a radius of 150.00 feet, an arc length of 40.75 feet (chord S30°32'24"W – 40.62 feet) and a central angle of 15°33'49" to a point of tangency; thence continuing along said east line S38°19'18"W a distance of 308.51 feet to a point of curvature; thence along a curve to the right having a radius of 366.00 feet, an arc length of 344.37 feet (chord S65°16'35"W – 331.80 feet) and a central angle of 53°54'33" to a point of tangency; thence westwardly along the south line of said Lot 1 N87°46'08"W a distance of 1693.32 feet to a point of curvature; thence continuing along said south line along a curve to the left having a radius of 434.00 feet, an arc length of 195.42 feet (chord S79°19'53"W – 193.78 feet) and a central angle of 25°47'58" to a point of tangency; thence S66°25'54"W a distance of 140.33 feet to a point in the east R.O.W. of US Highway 51 (106' R.O.W.), said point also being the southwest corner of said Lot 1 of the DeSoto Trade Center; thence southeastwardly along the east R.O.W. of said US Highway 51 along a curve to the left having a radius of 4533.70 feet, an arc length of 213.67 feet (chord S22°12'19"E – 213.65 feet) and a central angle of 2°42'01" to a point of tangency; thence continuing along said east R.O.W. S23°33'19"E a distance of 606.39 feet to a point, said point being the northwest corner of Phase 1 of the Trinity Lakes Subdivision as recorded in Plat Book 72, Page 33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi; thence along the north line of the Trinity Lakes PUD, Phases 1 & 2 and the western portion of Hal Crenshaw's north line S87°45'01"W a distance of 1922.30 feet to a point, said point being the southwest corner of the Mississippi Purchase Corporation property as recorded in Deed Book 319, Page 523; thence north and northeastwardly along the west line of said Mississippi Purchase Corporation property N02°14'16"E a distance of

668.66 feet to a point; thence continuing along said west line N15°50'37"E a distance of 106.27 feet to a point of curvature; thence along a curve to the left having a radius of 75.00 feet, an arc length of 165.89 feet (chord N28°52'15"E – 134.08 feet) and a central angle of 126°44'01" to a point of reverse curvature; thence along a curve to the right having a radius of 50.00 feet, an arc length of 54.31 feet (chord N03°22'35"W – 51.68 feet) and a central angle of 62°14'22" to a point of compound curvature; thence along a curve to the right having a radius of 216.00 feet, an arc length of 39.88 feet (chord N33°01'57"E – 39.82 feet) and a central angle of 10°34'42" to a point of tangency; thence N38°19'18"E a distance of 281.75 feet to a point of curvature; thence along a curve to the right having a radius of 150.00 feet, an arc length of 40.75 feet (chord N46°06'13"E – 40.62 feet) and a central angle of 15°33'49" to a point of reverse curvature; thence along a curve to the left having a radius of 150.00 feet, an arc length of 40.75 feet (chord N46°06'13"E – 40.62 feet) and a central angle of 15°33'49" to a point of tangency; thence continuing along the west line of said Mississippi Purchase Corporation Property N38°19'18"E a distance of 64.00 feet to a point of curvature; thence along a curve to the right having a radius of 35.00 feet, an arc length of 54.95 feet (chord S83°17'59"W – 49.48 feet) and a central angle of 89°57'22" to a point in the south R.O.W. of Turman Road (68' R.O.W.), said point also being the northwest corner of said Mississippi Purchase Corporation property; thence along said south R.O.W. line N51°43'19"W a distance of 160.00 feet to the point of beginning and containing 1,846,291 square feet (42.385 acres).